

1900-005 Chancery Causes: W. P. Weston vs William H. Fields
Lee Co

1 Plat

CH. Contract Dispute
T- Property

- Deed

To The Hon. W. T. Miller Judge
of the Circuit Court of Lee
County Virginia:

Your orator
W. P. Weston, who humbly
complaining would respect-
fully represent that hereto-
fore he sold and deeded to
W. H. Fidelity a certain tract or
parcel of land situated in
Lee County Virginia more par-
ticularly described by a Copy
of said deed herewith filed
as part hereof marked "D" and
which is prayed to be
considered herewith, as part
hereof; This deed bears date
December the 9th, 1893

By the terms of said sale,
your orator reserved one pole
wide running parallel with
what is known as the Martin
line a line running somewhat
east & west, the Fidelity land
lying to the northwest of said
line; this one pole strip was in-
tended for a lane or passway
for an after tract heretofore sold
by your orator, But in the de-
scription of said land your
orator's deed only calls for
certain courses & distances and

does not mention said res-
ervation; so that at the west end the
line, by mistake called for the
distance of 24 poles, instead of
23 poles, and this carries the line
across said Strip & covers it and
reaches to the Martin line, thus
cutting off said lane of one
pole which runs the whole
length of the field but of 8
acres; thus the lane ends on
the west end of the field but
and defeats its object which
was for a passway and out
let to the other track.

This mistake was discovered
when the said field fences
up the lane, and his attention
was called to it, and he re-
quested to correct the same
but he refused to do so. Your
creator never sold him this
strip but expressly reserved
a strip along the Martin line
the whole length of the land
sold to field as a strip one pole
wide. But using the old papers
the draftsman made the mis-
take of calling across the whole
tract as owned by your creator
and did not stop as he
should see this one pole of

1 The Martin line. Your crater
2 has had a survey made of
3 said lot showing the point
4 of said mistake and file the
5 same herewith as part thereof
6 marked survey, & pray
7 that the same be considered
8 herewith as part hereof.

9 By an inspection of the
10 same the Martin line will
11 be seen the field but is so
12 marked so the mistake occurs
13 in the point marked "O"
14 between the two cross lines
15 "23 + 1 + pole from the Martin line" and
16 the datum line "25 + pole".

17 Your crater has made every
18 reasonable effort to get said
19 field to correct said mistake
20 but he refuses to do so, yet
21 he well knows it is a mis-
22 take, and that he never pur-
23 chased said strip, but the same
24 was reserved.

25 The object of this bill is to
26 correct said deed mistake,
27 thereby so that the same may
28 call for a line parallel
29 with one pole from the Martin
30 line. so as to correspond with
31 the rule, the true intent and
32 understanding of the said
field of your crater.

His prayer therefore is that W. H.
Field be made a party de-
fendant, to this Bill & that
he answer the same but he
need not do so upon oath
that being waived. And on
a hearing said deed be so
changed & amended as to cor-
rect said mistake and that
said Field only hold said
land up to a line parallel
with a line from the
Martin line, through & across
the same strip so sold to him
as aforesaid. That is that the
said mistake in said deed
be corrected, and made to read
as the Contract & Sale was. And
for all other further & general
relief, such as his merits
be granted to him. May the
Commonwealth, Supervisor
&c.

Enclosed herewith.

W. P. Weston

J. Bill Chy

Wm H. Fields

Virginia,

In the Circuit Court of Lee County.

To the Honorable W. T. Miller, Judge of said Court:

.....The Demurrer and answer of W. H. Fields to a bill filed in in this Honorable Court against this respondent by W. P. Weston. For demurrer thereto this respondent says, that said bill is not sufficient in law. But should any other or further ~~answer~~ answer be necessary, answering he says: It is true that the plaintiff sold and conveyed to him a certain tract or parcel of land situated in said county, and which is properly described in plaintiff's deed to the same exhibited with his bill, but it is not true that the plaintiff by the terms of said sale reserved one pole wide of the tract or parcel so sold by him to respondent, or any other portion or part thereof, but upon the contrary the plaintiff sold to respondent the tract or peice of land described in his deed--the same being twenty-four poles wide at the West end and 18 1/2 poles wide at the East end, and without any reservation of any part of said boundary; and if this boundary ~~xxxx~~ extends nearer to the Martin line than plaintiff supposed it would, or intended it should, that is the plaintiff's misfortune and not such mistake as a Court of Equity will correct. This respondent ~~purchased~~ purchased the boundary described in plaintiff's deed and without any reservation of any part thereof, and he denies that the plaintiff has any right to have said deed corrected or changed in any manner; and he further denies that according to the plat filed with plaintiff's bill the twenty-four poles on the West end extends nearer than within one pole of the Martin line. Respondent does ~~xxxx~~ not know where the Martin line is, and it may be that the plaintiff has learned that the Martin line is not where he thought it was, but as the reservation ~~xxxx~~ claimed to have been made by the plaintiff was one to himself he should have made it in his deed and he is estopped to claim against his own deed any of the land conveyed therein. Respondent denies the allegation that " he well knows that it is a mistake and that he never purchased said strip, but the same was reserved." Respondent knows no such thing and he did purchase the land conveyed to him by said deed witout any reservation whatever. And now having answered, he prays to be hence dismissed with his reasonable cost.

Or v Blankenship, for Deft.

104B.

W. P. Weston

20. } Answer of Defendant.

W. H. Field Sr.

Filed in open Court
and by leave thereof
November the 16th 1898
A. B. Munsey Clerk

N. P. Weston

Plaintiff

against

W. H. Fields Defendant

In Chancery.

The matter involved in this cause
having been settled between the parties,
and nothing remaining to be done here,
It is ordered that the cause be stricken
from the docket.

W. P. Weston

vs { Order Final

W. H. Fields

Entered on Chy O.P.B.
No 6 Page 379.

Enter this order.

Hawthorn

Nov 16th 1900.

N. B. Weston
against
W. H. Fields

Plaintiff

Defendant

In Chancery

Ordnation of the defendant here is
granted him to file his answer and
thereupon and the same were filed and
the plaintiff joined in said answer and
replied to generally to said answer and
the cause is continued.

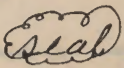
H. P. Weston
vs. Decree. 1.
H. H. Nichols

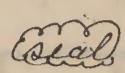
Eu. C. B. 6 p 217
X 218

Enter this decree
H. H. Nichols
Dec 17th 1898.

"Survey"

This deed made this December 9th 1893 between William P. Weston and Elizabeth S. his wife of the first part, and William H. Fields of the second part all of the county of Lee and State of Virginia, Witnesseth, for the consideration of the sum of Fifty Dollars to them paid the receipt of which is hereby acknowledged the said parties of the first part do bargain and sell to the parties of the second part all their interest and claim in and to a tract or lot of land lying and being in the same county and State aforesaid adjoining the lands of + William Andre and others containing by estimation eight acres be the same more or less and being bounded as follows to wit: Beginning at Rock thence S 69° W 74 poles to a Rock thence S 45° E 24 poles to Rock thence N 67° E 69 poles to a Rock thence N 36½° W 18½ poles to the beginning. And the said William P. Weston and Elizabeth S. Weston his wife do covenant with the said William H. Fields to warrant generally the title to the above described tract or lot of land with all thereto belonging free from the claims of themselves their heirs and all other persons. witness the following signatures and seals.

W. P. Weston 

Elizabeth ^{Sister} Weston 
married

Virginia Lee County

I William H. Spear a notary Public for the county aforesaid in the State of Virginia do certify that

William P. Weston and Elizabeth S. Weston his wife whose names are signed to the foregoing deed bearing date December 9th 1893 have acknowledged the same before me in my County aforesaid. Given under my hand this December 9th 1893:

William H. Speak Notary Public.

Virginia, Lee County, to wit:-

In the office of the Clerk of the County Court for said County the the 24th day of January 1898, this deed was presented and together with the certificate thereto was admitted to record.

Teste- S. V. F. Richmond, Clerk.

A copy

Teste:- S. V. F. Richmond
Clerk

H. P. Weston & wife

To \$ Deed
"A Copy Teste."

Wm H. Fieldes

Impaid

"Deed"

W.P. Weston

vs Bill Chy

W.H. Fields.

1898 2nd Oct rules Spa

Exd + D.N

" 1st Nov rules taken the last
Monday in Oct D.N. Confd
+ Cause set for hearing